BILL NO. S-81-~~01~~-02-20

SPECIAL ORDINANCE NO. S-52-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 340-80 between the City of Fort Wayne, Indiana and Bercot, Inc., Contractor for installation of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated January 13, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Bercot, Inc., Contractor for:

rehabilitation of an existing sanitary sewer in seven areas located East of U.S. 20 by-pass and South of Trier Road,

under Board of Public Works Sewer Improvement Resolution No. 340-80, at a total cost of $303,689.80, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JANUARY 23,1981.

J. E. Hoffman

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for ~~recommendation) and Public~~ Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓			✓	
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) No. S-52-81 on the 24th day of February, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 19 81, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 19 81, at the hour of 4 o'clock P M.,E.S.T.

[signature]
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 340-80 between the City of Fort Wayne, Indiana and Bercot, Inc., Contractor for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do pass.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1

70-96-66 1/14/81

CONTRACT NO. 340-80

THIS CONTRACT made and entered into in triplicate this 14 day of January, 1980, by and between BERCOT, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

SUBSYSTEM LS:

The boundaries of Subsystem LS are Paulding Road and north side of Sequayah Pass on the north, Hessen Cassel Road and the west edge of Crown Colony on the west, Tillman Road on the south edge of Casselwood Terrace on the south and Wayne Trace on the east.

SUBSYSTEM MS:

The boundaries of Subsystem MS are McKinnie Avenue on the north, Anthony Wayne Drive on the west, Paulding Road on the south, Hessen Cassel Road and Wayne Trace on the east.

SUBSYSTEM PS:

The boundaries of Subsystem PS are Moeller Road on the north, Hessen Cassel Road on the west, Congress Avenue on the south and Bueter Drive and Wayne Trace on the east.

SUBSYSTEM QS:

The boundaries of Subsystem QS are Trier Road on the north, Vance Avenue on the south, Amulet Drive on the east and Reed Road on the west.

SUBSYSTEM RS:

The boundaries of Subsystem RS are Charlotte Avenue on the north, La Petite Drive on the west, Forest Avenue on the south and the east boundary of Summit Ridge Addition on the east.

SUBSYSTEM SS:

The boundaries of Subsystem SS are Trier Road on the north, Maplecrest Road on the west, State Street on the south and properties east of Marias Drive on the east.

SUBSYSTEM TS:

The boundaries of Subsystem TS are Maysville Road on the north, Reed Road on the west, the south boundary of Caribe Colony Addition on the south and the east boundary of Caribe Colony Addition on the east.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11065, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $303,689.80. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Diameter Sewer Pipe Cleaning	No dollars and 30/100	0.30
10" Diameter Sewer Pipe Cleaning	No dollars and 30/100	0.30
12" Diameter Sewer Pipe Cleaning	No dollars and 30/100	0.30
15" Diameter Sewer Pipe Cleaning	No dollars and 30/100	0.30
8" Diameter Sewer Pipe Sealing	Four dollars and 35/100	4.35
10" Diameter Sewer Pipe Sealing	Four dollars and 35/100	4.35
12" Diameter Sewer Pipe Sealing	Four dollars and 35/100	4.35
15" Diameter Sewer Pipe Sealing	Four dollars and 35/100	4.35
Manhole Cover	One thousand one hundred forty dollars and no/100	1,140.00
Manhole Sealing	Thirty-four dollars and 55/100	34.55
Point Repair	Three thousand seven hundred and eight dollars and no/100	3,708.00
8" Diameter Pipe Replacement	One hundred seventeen dollars and no/100	117.00
10" Diameter Pipe Replacement	One hundred thirty-five dollars and no/100	135.00
12" Diameter Pipe Replacement	One hundred forty-one dollars and no/100	141.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 340-80.
B. Instructions to Bidders for Contract No. 340-80.
C. Contractor's Proposal Dated November 12, 1980.
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11065.
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addendum No. 1
T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERNS
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46803

BY: _____, President

BY: _____, Secretary

CITY OF FORT ~~WAYNE~~, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Bond No. 48 12 90

☒ THE WESTERN CASUALTY AND SURETY COMPANY
☐ THE WESTERN FIRE INSURANCE COMPANY

The Company to provide this bond coverage shall be designated with an [X].

FORT SCOTT, KANSAS 66701

PERFORMANCE BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC.
(Here insert full name and address or legal title of the Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818

as Principal, hereinafter called Contractor, and THE WESTERN CASUALTY AND SURETY COMPANY and/or THE WESTERN FIRE INSURANCE COMPANY, Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
(Here insert full name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, in the amount of

Three hundred three thousand, Six hundred eighty-nine and 80/100ths Dollars ($303,689.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ..... 19 ....., entered into a contract with Owner for NORTH MAUMEE STUDY AREA - SEWAGE WORKS PROJECT C-180599-08, NORTH MAUMEE INTERCEPTOR REHABILITATION OF SEWERS S.S.E.S. SUBSYSTEMS LS,MS,PS,QS,RS, SS,TS, RESOLUTION 340-80

in accordance with Drawings and Specifications prepared by .....
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 14th day of January A. D. 19 82

In the presence of:

BERCOT, INC. (Principal) (Seal)

By [signature] (Title)

THE WESTERN CASUALTY AND SURETY COMPANY
THE WESTERN FIRE INSURANCE COMPANY

By Donald F Campbell Attorney-in-Fact

Donald F. Campbell

Performance Bond for General Contractors.

SB 5715 (1)
FORM FS 5617-R4

MUL.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."
does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 10th day of November, 19 80

THE WESTERN CASUALTY AND SURETY COMPANY

By V. J. O'Gorek
Vice President

STATE OF KANSAS
COUNTY OF BOURBON ss

On this 10th day of November, A. D., 19 80, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1984

Notary Public.

I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this .....day of ....., 19.....

G. R. Cantrell
Assistant Secretary.

Attach to Performance Bond for
Bond No. 48 12 90

THE WESTERN CASUALTY AND SURETY COMPANY

FORT SCOTT, KANSAS

A STOCK INSURANCE COMPANY

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

Note: This bond is issued simultaneously with performance bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC.
(Here insert full name and address or legal title of the Contractor)
6015 Huguenard Road, Fort Wayne, Indiana 46818
as Principal, hereinafter called Principal, and **THE WESTERN CASUALTY AND SURETY COMPANY**, Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
(Here insert full name and address or legal title of the Owner)
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Three hundred three thousand, Six hundred eighty-nine and 80/100ths ---------- Dollars
(Here insert a sum equal to at least one-half of the contract price)
($ 303,689.80 ----------), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated ..... 19 ....., entered into a contract with Owner for NORTH MAUMEE STUDY AREA - SEWAGE WORKS PROJECT C-180599-08, NORTH MAUMEE INTERCEPTOR REHABILITATION OF SEWERS S.S.E.S. SUBSYSTEMS LS,MS,PS,QS,RS,SS,TS, RESOLUTION 340-80 in accordance with Drawings and Specifications prepared by .....
(Here insert full name and address or legal title of Architect)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of January A. D. 19 81

In the presence of:

BERCOT, INC. (Seal)
(Principal)
By: Steve Bercot
(Title)

THE WESTERN CASUALTY AND SURETY COMPANY

By H. Stanley Huff, Jr. Attorney-in-Fact

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."
does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 10th day of November, 19 80

THE WESTERN CASUALTY AND SURETY COMPANY

By V. J. O'Gorek
Vice President

STATE OF KANSAS
COUNTY OF BOURBON ss

On this 10th day of November, A. D., 19 80, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1984

D. K. Shepard
Notary Public.

I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 16th day of January, 19 81.

G. R. Cantrell
Assistant Secretary.

SEE TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY
Huff and Campbell Insurance Agency, Inc.
4233 East State Boulevard
Fort Wayne, Indiana 46815

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — Michigan Mutual Insurance Company

COMPANY LETTER B

NAME AND ADDRESS OF INSURED
Bercot-Gibson Construction Company, Inc.
Bercot, Inc.; Behepe, Inc.
6015 Huguenard Road
Fort Wayne, Indiana 46818

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** ☒ COMPREHENSIVE FORM ☒ PREMISES—OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☒ UNDERGROUND HAZARD ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ PERSONAL INJURY	SAMG 86-4-69132-3	1-01-84	BODILY INJURY PROPERTY DAMAGE	$ 500 $ 250	$ 500 $ 250
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$ 500
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ $ $	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	SAMG 31-4-69132-1	1-01-82	STATUTORY $ 100 (EACH ACCIDENT)		
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Description of job: Spy Run Study Area Sewage Works Project C-180599-07
Rehabilitation of Sewers S.S.E.S. Subsystem AS
Resolution 326-80

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
City of Fort Wayne, Indiana
Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

DATE OF ISSUE: January 16, 1981

HUFF & CAMPBELL INSURANCE AGENCY, INC.

H. Stanley Huff

AUTHORIZED REPRESENTATIVE

ACORD 25 (1-79)

SET TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

LELAND SMITH AGENCY, INC. 13-022
1666 Soy Run Avenue
Fort Wayne, IN 46805

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — Grange Mutual Casualty Company
COMPANY LETTER B

NAME AND ADDRESS OF INSURED

BERCOT-GIBSON CONSTRUCTION COMPANY, INC.
AND BERCOT , INC., A.T.I.M.A.
3838 Mobile Avenue
Fort Wayne, IN 46805

COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY					
	☐ COMPREHENSIVE FORM			BODILY INJURY	$	$
	☐ PREMISES—OPERATIONS			PROPERTY DAMAGE	$	$
	☐ EXPLOSION AND COLLAPSE HAZARD					
	☐ UNDERGROUND HAZARD					
	☐ PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
	☐ CONTRACTUAL INSURANCE					
	☐ BROAD FORM PROPERTY DAMAGE					
	☐ INDEPENDENT CONTRACTORS					
	☐ PERSONAL INJURY			PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	$ 500==	
	☒ COMPREHENSIVE FORM	GL 211438-05	1-1-81 to 1-1-82	BODILY INJURY (EACH ACCIDENT)	$ 1,000	
	☒ OWNED			PROPERTY DAMAGE	$ 500	
	☒ HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	☒ NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
	☐ UMBRELLA FORM					
	☐ OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					$	EACH ACCIDENT
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Job #340-80

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Board of Works
City of Fort Wayne
City County Bldg.
One Main St.
Fort Wayne, IN 46802

DATE ISSUED January 16, 1981

Lynn B. Smith

AUTHORIZED REPRESENTATIVE

Lynn B. Smith

"APPARENT" LOW BIDDERS
NORTH MAUMEE

Resolution	Contractor	Bid	Engineer's Estimate
330-80 - Phase I	Rocco-Ferrera	$ 832,920.00	$ 1,086,060.00
330-80 - Phase II	Dehner, Inc.	$ 891,869.05	$ 1,140,890.00
331-80	Busch, Inc.	$ 521,161.90	$ 805,070.00
332-80	Busch, Inc.	$ 809,580.25	$ 1,122,152.50
333-80	Dehner, Inc.	$ 323,363.90	$ 393,270.00
334-80	Busch, Inc.	$ 352,732.05	$ 653,410.00
335-80	Dehner, Inc.	$1,255,628.30	$ 1,488,757.50
336-80	Dehner, Inc.	$ 240,297.05	$ 319,875.00
337-80	Dehner, Inc.	$ 223,529.52	$ 283,000.00
338-80	Hartman, John	$ 278,608.75	$ 398,875.00
339-80	Moellering Const.	$ 127,073.50	$ 202,030.00
340-80	Bercot, Inc.	$ 303,689.80	$ 314,458.35
		$6,160,453.72	$8,207,847.00

DIFFERENCE: $2,047,393.28 = 25% under Engineer's Estimate

RESOLUTION 330-80
PHASE I

1.	Rocco-Ferrera	$ 832,920.00
2.	Dehner, John, Inc.	$ 841,619.00
3.	Norman, Joe E.	$ 860,454.60
4.	Winzeler Construction	$ 936,892.00
5.	Balkema, Inc.	$ 977,900.00
6.	Busch, Inc.	$1,005,013.25
7.	DiPaulo-Rossetti	$1,310,090.00

PHASE II

1.	Dehner, John, Inc.	$ 891,869.05	
2.	Norman, Joe E.	$ 926,178.30	
3.	Rocco-Ferrera	$ 997,359.00	
4.	Busch, Inc.	$1,020,732.90	
5.	Winzeler Excavating	~~$1,113,992.50~~	$1,113,990.50*
6.	Balkema, Inc.	$1,175,905.50	
7.	Bailey Excavating	~~$1,205,675.50~~	$1,206,315.50*
8.	DiPaulo-Rossetti	$1,269,690.00	

RESOLUTION 331-80

1.	Busch, Inc.	$ 521,161.90
2.	Northeastern Construction	$ 619,913.75
3.	Norman, Joe E.	$ 627,286.75
4.	Fleming Excavating	$ 628,081.50
5.	Dehner, John, Inc.	$ 652,354.35
6.	Rocco-Ferrera	$ 656,710.00
7.	Balkema, Inc.	$ 790,825.00
8.	Rieth-Riley Construction	$ 796,646.00
9.	Bailey Excavating	$ 807,156.00
10.	DiPaulo-Rossetti	$ 830,342.50
11.	T-G Excavating	$ 846,568.05
12.	Bercot, Inc.	$ 870,574.75

RESOLUTION NO. 332-80

1.	Busch, Inc.	$ 809,580.25
2.	Norman, Joe E.	$ 859,128.65
3.	Dehner, John, Inc.	$ 906,834.40
4.	Rocco-Ferrera	$ 909,895.00
5.	Northeastern Construction	$ 939,354.75
6.	Weitzel Construction	$1,026,165.50
7.	Bailey Excavating	$1,181,896.25
8.	Winzeler Excavating	$1,192,527.00
9.	Rieth-Riley	$1,217,325.00
10.	T-G Excavating	$1,258,448.75
11.	Balkema, Inc.	$1,271,637.50
12.	DiPaulo Rosetti	$1,288,635.00
13.	Bercot, Inc.	$1,352.728.50

RESOLUTION 333-80

1.	Dehner, John, Inc.	$ 323,363.90
2.	Ness, Richard	$ 385,951.00
3.	Bercot, Inc.	$ 394,882.00
4.	T-G Excavating	$ 403,890.20
5.	Norman, Joe E.	$ 437,441.40
6.	Rocco-Ferrera	$ 449,430.00
7.	Balkema, Inc.	$ 603,635.00

RESOLUTION 334-80

1.	Busch, Inc.	$ 352,732.05
2.	Dehner, John, Inc.	$ 392,495.01
3.	Norman, Joe E.	$ 400,245.00
4.	Fleming Excavating	$ 412,479.50
5.	Rocco-Ferrera	$ 440,636.00
6.	Northeastern Construction	$ ~~457,970.00~~ $457,965.00*
7.	Earth Construction	$ 478,402.70
8.	Bailey Excavating	$ 534,242.75
9.	Rieth-Riley	$ 547,947.00
10.	Balkema, Inc.	$ 564,985.00
11.	Bercot, Inc.	$ 590,840.00
12.	T&F Construction	$ 592,723.59
13.	DiPaulo-Rossetti	$ 709,660.00

RESOLUTION 335-80

1.	Dehner, John, Inc.	$1,255,628.30
2.	Norman, Joe E.	$1,350,564.55
3.	Waynesfield Construction	$1,467,480.00
4.	Rocco-Ferrera	$1,723,192.50
5.	Weitzel Construction	$2,168,013.50
6.	Balkema, Inc.	$3,136,817.50

RESOLUTION 336-80

1.	Dehner, John, Inc.	$ 240,297.05
2.	Northeastern Construction	$ 249,771.50
3.	Moellering Construction	$ 271,420.75
4.	Norman, Joe E.	$ 284,374.05
5.	Bercot, Inc.	$ 305,486.00
6.	Earth Construction	$ 313,739.00
7.	T&F Construction	$ 341,532.97
8.	Balkema, Inc.	$ 347,747.50
9.	T-G Excavating	$ 348,116.95
10.	Bailey Excavating	$ 351,344.75
11.	Rieth-Riley	$ 389,433.25
12.	DiPaulo-Rossetti	$ 428,332.50

RESOLUTION 337-80

1.	Dehner, John, Inc.	$ 223,529.52	
2.	Lengacher Construction	~~$ 230,936.50~~	$230,888.50*
3.	Ness, Richard	$ 260,894.50	
4.	Bercot, Inc.	$ 270,651.50	
5.	T&F Construction	$ 273,390.43	
6.	Norman, Joe	$ 283,423.85	
7.	Fleming Excavating	$ 313,807.50	
8.	Moellering Construction	$ 326,123.75	
9.	Balkema, Inc.	$ 383,500.00	

RESOLUTION 338-80

1.	Hartman, John	$ 278,608.75	
2.	Dehner, John, Inc.	$ 311,487.35	
3.	Scheidleman	$ 314,202.05	
4.	Ness, Richard	$ ~~365,541.50~~	$371,841.00*
5.	Bercot, Inc.	$ 367,011.00	
6.	T&F Construction	$ 410,412.93	
7.	Fleming Excavating	$ 411,722.50	
8.	Norman, Joe E.	$ 475,460.45	
9.	Balkema, Inc.	$ 522,767.50	

RESOLUTION 339-80

1.	Moellering	$ 127,073.50
2.	Hartman, John	$ 129,983.00
3.	Northeastern Construction	$ 142,723.75
4.	Curner, Inc.	$ 147,781.50
5.	Ness. Richard	$ 170,378.75
6.	Bercot, Inc.	$ 176,329.50
7.	Fleming Excavating	$ 178,582.50
8.	Norman, Joe R.	$ 183,525.00
9.	Balkema, Inc.	$ 188,700.00
10.	T&F Construction	$ 197,180.00

RESOLUTION 340-80

1.	Bercot, Inc.	$ 303,689.80
2.	T-G Excavating	$ 307,469.00

* CORRECTED BY WATER POLLUTION CONTROL ENGINEERING

TITLE OF ORDINANCE 5167 North Maumee Area Sanitary Improvements; Sewage Works Grant No. C-180599-09; Sewer Resolution No. 340-80

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

R-81-02-20

SYNOPSIS OF ORDINANCE A contract with Bercot, Inc. to rehabilitate existing sanitary sewers in seven areas located East of U.S. 30 Bypass and South of Trier Road.

EFFECT OF PASSAGE Improvement to the water quality in the North Maumee Area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of both Federal and State Grant Funds to improve Fort Wayne's environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this project will cost $ 303,689.80 which will be financed by USEPA (75%); State (10%); and City Utilities (15%).

ASSIGNED TO COMMITTEE

sa